

AMENDMENT

This Amendment is made this 16th day of June, 1971, among Tri-City Citizens Economic Union #1 (hereinafter "Tri-City"), Priorities Investment Corporation (hereinafter "Priorities"), and North American Development Corporation (hereinafter "NADC").

Whereas, Tri-City, Priorities and NADC entered into an agreement, dated December 16, 1970 (the "Agreement"), with respect to certain rehabilitation projects known as Amity Village II-A and Amity Village II-B; and

Whereas, the parties now intend that the Amity Village II-B project will not be undertaken in the manner contemplated in the Agreement, although certain properties which comprise Amity Village II-B may from time to time be transferred to Priorities or NADC, or their designee, in connection with other rehabilitation programs; and

Whereas, the parties desire that payments in the amount of \$75,000 contemplated on the closing of the Amity Village II-B project pursuant to the Agreement be made, notwithstanding the fact that the Amity Village II-B project will not be completed as contemplated.

Now, therefore, it is agreed by and among the parties hereto as follows:

1. (a) NADC shall deliver on the signing of this Agreement to the Tri-City Citizens' Trust Fund two promissory notes, one in the amount of \$25,000 due December 16, 1973, and one in the amount of \$50,000 due December 16, 1974, in form and

substance substantially the same as three notes delivered to the Tri-City Citizens' Trust Fund on December 16, 1970, by NADC, as provided in the Agreement.

(b) References to the Amity Village II-B project contained in paragraph 15 of the Agreement are hereby deleted.

2. Paragraphs 5, 6 and 9 of the Agreement are each amended to strike therefrom all references to Amity Village II-B, it being agreed that there shall be no obligation on the part of any party to the Agreement to grant any options to tenants with respect to properties designated in the Agreement as constituting Amity Village II-B.

3. Tri-City agrees that the option granted to the Housing Corporation (as defined in the Agreement) in paragraph 3 of the Agreement with respect to properties held by it in the Amity Village II-B project and all rights to acquire Amity Village II-B properties may be exercised by the Housing Corporation, or by any other entity designated by NADC. Such option may be exercisable, if at all, at the sole discretion of NADC or its designee at any time and from time to time with respect to any portion of or all of said properties in the Amity Village II-B project and may be exercised whether or not the Housing Corporation receives any of the commitments referred to in paragraph 3 of the Agreement. The option shall expire, to the extent not theretofore exercised, on Dec. 16, 1974.

4. The provisions of paragraph 8, with respect to the management by Priorities of the properties known as Amity Village

II-B and the payment of a management fee therefor, shall remain in full force and effect.

5. Except as herein expressly modified, the terms, conditions and agreements set forth in the Agreement are hereby ratified, confirmed and approved, and shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have set their hands and seals and the proper corporate officers have executed this document on the date first above written.

TRI-CITY CITIZENS ECONOMIC UNION #1

By *Thygeson Blakeley*

PRIORITIES HOUSING CORPORATION

By *Oliver Loftin*

NORTH AMERICAN DEVELOPMENT CORPORATION

By *Ronald T. Ellis*